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Memorandum of Understanding Between King County Police Chiefs and RAIN Participating Agencies

A. Background

The King County Office of Emergency Management and the King County Sheriff's Office (KCSO), on behalf of the King County Police Chiefs' Association (KCPCA), has received a grant from the United States Department of Homeland Security through the Washington State Military Department, Emergency Management Division, and through the Washington State Patrol. The funding source of the grant is the FFY05 Law Enforcement Terrorism Prevention Program, Catalog of Federal Domestic Assistance (CFDA) # 97.067—ODP, WSP Contract #C060544FED.

The goal of the grant is to ensure law enforcement agencies within the same urban area have secure roaming wireless networks that enable agencies to share and prioritize information. Referred to as the Data Network Roaming Program (Network Program), agencies participating in RAIN (Participating Agencies) also have the opportunity to participate in the Network Program under the conditions set forth in this Memorandum Of Understanding (MOU). Participating Agencies who are eligible to and elect to join the Network Program are referred to as Network Program Participants. Network Program Participants will obtain the same software and hardware. Using the same software and hardware will enable Network Program Participants to use the same wireless platform, which will increase security, ease of information sharing, retention, and prioritizing of essential information if a natural disaster or terrorist attack occurs. The Network Program uses NetMotion Wireless Mobility software products and server hardware to support mobile connectivity to essential law enforcement databases. Grant funds will be used to acquire and implement NetMotion consistently among Network Program Participants. Further grant funds will not cover continued costs of support or upgrades. Consequently, after expiration of the current grant Network Program, Network Program Participants that wish to continue with the NetMotion platform must assume the cost of continued operation. Though not grant funded for Operations and Maintenance, continuing to negotiate collectively should preserve the exceptional rate obtained for this project.

This grant Network Program does not include mobile hardware such as laptops, modems, or client computers; other software needed to establish or maintain connectivity; methods of connectivity; or any other element not explicitly stated in this document.

Nothing in this MOU is intended to impair existing contracts Participating Agencies may have with NetMotion. Nothing in this MOU is intended to restrict or impair Participating Agencies who may be ineligible for or elect not to join the Network Program from using alternative funding sources to acquire the same or different NetMotion software products or server hardware.



B. Definitions

Participating Agency:

An Agency that participants in the Regional Automated Information Network (RAIN).

Network Program Participant:

A Participating Agency that meets the criteria set forth in Section E(b) of this MOU and is signatory to this MOU.

Licensing Agency:

KCSO is the Licensing Agency. As the Licensing Agency, KCSO is the Network Program Participant that contracts with NetMotion Wireless, represents all other Network Program Participants, and is the holder of the Enterprise Software License.

Enterprise License:

A software license structure allowing multiple organizations to participate in a single set of contract terms, conditions and discounts. The Licensing Agency holds the Enterprise License on behalf of the Network Program Participants.

C. Network Program Participants

To participate in the Network Program, a Participating Agency must agree to and comply with the terms and conditions of this MOU and provide it to the Licensing Agency.

Failure to meet these terms and conditions may result in a Network Program Participant or Participating Agency being denied access to enterprise licensing of the NetMotion Mobility software. Such decision shall be made by the KCPCA.

D. Ending Participation

Any Network Program Participant may cancel their participation in the Network Program. Cancellations must be submitted to the Technical Advisory Committee of the KCPCA in writing. The canceling agency must provide ninety (90) days advance notice of intent to withdraw from the program.

The Technical Advisory Committee may, by simple majority of voting Committee members, cancel this agreement with any or all Network Program Participants at any time provided ninety (90) days written notice is given.

E. Responsibilities

a. Licensing Agency

- i. Negotiate enterprise license contract with NetMotion Wireless for Participating Agencies
- ii. Distribute software authorizations
- iii. Hold signed MOUs from Network Program Participants

b. Network Program Participants

By signing this MOU, each Network Program Participant agrees to the following conditions. Network Program Participants shall:

- i. Comply with the Homeland Security Law Enforcement Terrorism Prevention Program grant requirement that an agency may not use grant funds provided under this Program to supplant ongoing, routine public safety activities of local law enforcement.
- ii. Bear all costs not covered by grant funding related to the use, training, license renewal, maintenance, equipment, upgrades and other activities related to the program for the duration of participation;
- iii. Maintain an accurate and current list of authorizations issued to them through the Network Program, and to produce such list as requested for audit purposes;
- iv. Interact with appropriate technical support staff at NetMotion Wireless for support questions as appropriate. The Licensing Agency will not provide technical support for this program;
- v. Surrender all authorizations issued to it by the Network Program upon cancellation or withdrawal from the program;
- vi. Provide network connectivity to field responders;
- vii. Interact directly with NetMotion Wireless for all billing activity, services, complaints and concerns.
- viii. Assume future costs of service, training, support and maintenance for the Program once grants funds are no longer available, if the Participating Agency wants to continue participating in the Program;
- ix. Agree to the Hold Harmless provision (which references the Hold Harmless provision in the RAIN MOU Appendix A.)

F. Use of NetMotion Wireless' Mobility Product

The KCPCA Data Network Roaming Program is strictly a licensing and procurement vehicle for participating agencies. Neither KCPCA nor the Licensing Agency maintains technical, training, or other staff to support the software's use by Network Program Participants. Use of the products is solely the responsibility of the Network Program Participant.

Neither KCPCA nor the Licensing Agency makes any guarantees or promises regarding the availability, reliability, quality or existence of the NetMotion Wireless Mobility product or systems using it.

G. Security

Each Network Program Participant is responsible for maintaining the security of its own connection, the encryption standard, and the eligibility of agency members to obtain information using the system.

H. Hold Harmless

The Network Program Participants agree that the terms of the Hold Harmless Agreement contained in Appendix A to the RAIN MOU apply to this MOU.

Agency Name: PORT OF SEATTLE Police

Signature:
Authorizing
Agent and Title:

[Signature] Date: 6/7/07

Signature and
Title:
(Additional optional
signatures such as
City Clerk)

Date: _____

Agency Attorney
(optional):

Date: _____

Print Name(s):

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KCPCA NetMotion Costs

The maintenance cost is \$31 per license. The number of licenses below does not include additional licenses purchased by the agency during the year.

Agency	NetMotion Licenses	Maintenance Cost
Algona	Hosted by Auburn	
Auburn	115	\$3,565
Beaux Arts *	Hosted by KCSO	
Bellevue	192	\$5,952
Black Diamond †	10	\$310
Bothell	30	\$930
Burien *	Hosted by KCSO	
Carnation	Hosted by Redmond	
Clyde Hill	0	\$0
Covington *	Hosted by KCSO	
Des Moines †	28	\$868
Duvall	8	\$248
Enumclaw	25	\$775
Federal Way †	65	\$2,015
Hunt's Point	0	\$0
Issaquah	60	\$1,860
KCSO (unincorporated & contract cities)	731	\$22,661
Kenmore *	Hosted by KCSO	
Kent †	200	\$6,200
Kirkland	42	\$1,302
Lake Forest Park	0	\$0
Maple Valley *	Hosted by KCSO	
Medina	0	\$0
Mercer Island	5	\$155
Metro Transit Police *	Hosted by KCSO	
Milton	10	\$310
Newcastle *	Hosted by KCSO	
Normandy Park	4	\$124
North Bend *	Hosted by KCSO	
Pacific †	0	\$0
Port of Seattle	32	\$992
Redmond	47	\$1,457
Renton †	11	\$341
Sammamish *	Hosted by KCSO	
SeaTac*	Hosted by KCSO	
Seattle	520	\$16,120
Shoreline *	Hosted by KCSO	
Skykomish *	Hosted by KCSO	
Snoqualmie	0	\$0

Agency	NetMotion Licenses	Maintenance Cost
Tukwila †	0	\$0
University of Washington	10	\$310
Woodinville *	Hosted by KCSO	
Yarrow Point	0	\$0